

SECTION 00800

SPECIAL PROVISIONS

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## SECTION 00800

### SPECIAL PROVISIONS

#### 1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)

- a. The Contractor will be required to commence dredging work under this contract within ten (10) calendar days after the date of receipt by him of the notice to proceed, to prosecute said work diligently and to complete the entire work ready for use not later than one hundred and five (105) calendar days (maximum for Basic Schedule A or B plus Options 1 and 2) after the date of receipt by him of the notice to proceed. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the clause entitled "Variations in Estimated Quantities," additional time will be allowed at the rate of one (1) calendar day for each 15,000 cubic yards in excess of the established limit. The time stated for completion shall include final clean-up. (EFARS 52.2/9110 (a))
- b. **THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FOLLOWING DREDGING/PLACEMENT RESTRICTIONS AND MONITORING REQUIREMENTS:**

- (1) DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE NEW YORK STATE WATER QUALITY CERTIFICATES - (See Section 00900, Attachment F). (NO PLACEMENT OF DREDGING MATERIAL IS ALLOWED APRIL 1 THRU SEPTEMBER 15.)
- (2) NATIONAL MARINE FISHERIES SERVICE'S OBSERVER REQUIREMENT FOR ENDANGERED SPECIES PARA.52.

## **2. ORDER OF WORK:**

The **Shinnecock Inlet Navigation Channel** outlined by the coordinates indicated on the contract drawing shall be the first area dredged. Once the channel has been dredged and accepted, the contractor will be permitted to dredge the **Shinnecock Inlet Borrow Area** (if Option 1 of both Schedule A or B is exercised) as outlined by the coordinates indicated on the contract drawing. Dredging of **Moriches Inlet** (if Option 2 for either schedule is exercised) will be permitted only after all the dredging of the **Shinnecock Inlet** (either basic schedule award) **and Shinnecock Inlet Borrow Area** (if Option 1 of Basic Schedule A or B is exercised) has been accomplished.

## **3. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization and equipment, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performance of the work, the Contractor requests a reduction and the Contracting Officer and/or his Representative determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

## **4. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer and/or his Representative, within five (5) days after award, items of work he will perform with his own forces and the estimated cost of those items. For the purposes of this contract, the percentage of work that must be performed by the Contractor is stated in paragraph H-2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR" is 40%.

## **5. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)**

a. If the Contractor fails to complete the work within the time specified in the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of **\$2,060.00** for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)

## **6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (JAN 1965)**

a. Five sets of large scale prints of contract drawings, maps and specifications will be furnished to the Contractor without charge except applicable publications incorporated into the specifications by reference. Additional sets will be furnished on request at the cost of reproduction. ONE COMPLETE SET OF CONTRACT DRAWINGS SHALL BE KEPT ON-SITE DURING DREDGING OPERATIONS. As substitute for the five (5) sets of drawing's, (1) set of reproducible drawings may be submitted to the contractor. The work shall conform to the following contract drawing s and maps, all of which form a part of these specifications and are available in the office of the District Engineer, U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, N.Y. 10278-0090.

CONTRACT DRAWING	DESCRIPTION	DATE
File Number 166 (Sheets 1 - 13)	Maintenance Dredging Shinnecock Inlet and Moriches Inlet and West of Shinnecock Inlet Interim Beach Nourishment Project Suffolk County, New York	July 2003
1	Index to Drawings	July 2003
2	General Plan	July 2003
3	Dredging Area A and Interim Beach Nourishment Area	June 2003
4	Disposal Area A	July 2003
5	Dredging Area B (Moriches Inlet) Disposal Area A and B	July 2003
6	Beach Fill Cross-Sections	July 2003

7	Borrow Area	July 2002
8 -11	West of Shinnecock Inlet Beach Ranges	March 2003
12	Shinnecock Inlet Condition Survey	May 2003
13	Moriches Inlet Condition Survey	May 2003

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- b. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- c. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern over small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby (DOD FAR Suppl. 52.236-7002).

## 7. PHYSICAL CONDITIONS

The information and data furnished or referred to below are not intended as representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by the Contractor.

- a. WEATHER CONDITIONS. The site of the work is not exposed to severe wind and wave action and the Contractor's operations are not likely to be affected by ordinary storms. USCG Station Fire Island is designated as National Weather Service (NWS) Station 45N, Latitude 40°40'12" N, Longitude 073°04'12" W. Real-time data are available on the world wide web at <http://www.nws.fsu.edu/B/buoy?station=45N>.

- (1) Fog. An examination of the records of the U.S. Weather Bureau at John F. Kennedy International Airport, New York, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any year was 45 in 1959. The maximum number of days in which dense fog occurred in any month was 4 days in June.
- (2) Winds. Wind conditions on the south shore of Long Island areas, based on historical data maintained by the National Weather Service's National Buoy Center<sup>1</sup> ([http://www.ndbc.noaa.gov/station\\_page.phtml?\\$station=44025](http://www.ndbc.noaa.gov/station_page.phtml?$station=44025)) are as follows:

Month	Average Wind Velocity (KTS)	Peak Wind Gust (KTS)
Jan.	16.4	20.1
Feb.	14.9	19.3
Mar.	13.8	18.0
Apr.	11.2	13.6
May	9.5	11.0
June	9.5	11.3
July	9.6	11.6
Aug.	9.8	12.0
Sep.	11.3	14.2
Oct.	13.0	16.6
Nov.	14.0	17.2
Dec.	16.1	20.6

Weather conditions exceeding in severity the conditions described above or average wind speeds over 30 miles per hour (26 kts) will be considered unusually severe weather if delays are caused thereby to operations under the contract.

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<sup>1</sup> Based on NDBC Buoy 44025, which is 33 nm south of Islip, NY.

b. ICE. Icing within the project vicinity is not anticipated. However, in the event that icing does occur, this will be considered to be unusually severe weather.

c. TIDES.

1) At the **Bay Side of Shinnecock Inlet** the mean range of tide is 2.4 ft. and the mean range of spring tides is 2.7 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 8.3 feet above mean low water to 2.7 feet below mean low water.

2) At the **Ocean Side of Shinnecock Inlet** the mean range of tide is 2.9 ft. and the mean range of spring tides is 3.5 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 12.3 feet above mean low water to 2.7 feet below mean low water.

3) The mean range of tides at **Moriches Inlet** (Westhampton Beach) is 2.9 feet and the mean range of spring tides is 3.8 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 13.7 feet above mean low water to 1.7 feet below mean low water.

It should be noted that dredging operations may be affected to some extent by current conditions in and near the inlets. The currents are strong and can attain a velocity of 2.5 knots or greater at times.

d. TRANSPORTATION FACILITIES AND CHANNEL TRAFFIC. A controlling depth of at least 12 feet at mean low water is available to the dredging site at Shinnecock Inlet approaching from seaward. A controlling depth of at least 4 feet at mean low water is available to the dredging site at Moriches Inlet approaching from seaward. Highways serve the location. Vessel traffic in the Shinnecock and Moriches Inlets consists of small occasional tows of scows and barges, fishing boats, pleasure cruisers and other shallow draft vessels.

e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within New York District, Corps of Engineers disclosed no cables or other structures crossing the



Shinnecock and Moriches Inlets in the vicinity of the area to be dredged and in the beach placement area. A wave gauge mounted on a tripod is located on the western side of the jetty and is shown on the drawings. A cable to the wave gauge is located approximately 40 feet west of the jetty and will be located and marked prior to placement of the sand on the beach.

- f. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the area free from vessels or other obstructions. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.
- g. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aids to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 5 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.
- h. LOCATION. Shinnecock and Moriches Inlets are located along the south shore of Long Island in Suffolk County, Long Island, New York. It is approximately 20 to 30 miles east of Fire Island Inlet and about 60 to 70 miles by water south and east from the Battery, New York City.
- i. LAYING OF SUBMERGED PIPELINES AND OBSTRUCTIONS OF CHANNEL. Should it become necessary in the performance of this contract to close a channel to lay submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing to be received in the District office at least ten working days prior to the desired closure date. This notification shall furnish the following:

- (1) Location (Channel Centerline Stationing) and depth (above the top of the pipeline) at which the submerged line will be placed;
- (2) The desired length of time the channel is to be closed for installation of the pipeline;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS.

- j. BRIDGE-TO-BRIDGE RADIO-TELEPHONE EQUIPMENT. In order that radio-telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio-telephone equipment on VHF Channel 13 (156.65 MHz with low power output having a communication range of approximately ten (10) miles). The frequency has been approved by the Federal Communication Commission.

## **8. TIME EXTENSIONS**

- a. Notwithstanding any other provisions in this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes delay completion of construction. The order granting the time extension may provide that the contract completion date will only be extended for those specific elements affected so that the remaining contract elements may be completed.

b. If a time extension is requested due to adverse weather conditions, the contractor must chronologically list each day that was lost due to adverse weather conditions with his daily reports. The Contracting Officer and/or his Representative will examine whether the contractor is entitled to a time extension. The adverse weather days must prevent work for 50% or more of the contractor's workday and delay work critical to the timely completion of the project. The Contracting Officer and/or his Representative will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with Section 00700, contract clause entitled "CHANGES."

## **9. LAYOUT OF WORK (APRIL 1984)**

The Government will provide the basic horizontal control data (coordinated triangulation stations) in the area. The Contractor shall compute and establish in the field all range points required for the proper discharge of his functions. The Contractor shall be responsible for the accuracy of the range points and its computations. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, tide staffs and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and grades as required or indicated by the Contracting Officer or his representative. It shall be the responsibility of the Contractor to maintain and preserve all established stakes, markers...etc.

**Contractor shall contact the New York District Survey Section at (212) 264-0180 for any future reference to horizontal control data.**

## **10. DATUM AND BENCH MARKS**

The plane of reference of mean low water and NGVD as used in these specifications is that determined by the following bench marks:

**BENCH MARK STAMPING:** BM 1 (1974)

**ELEVATION:** +13.54 FT NGVD

**AGENCY/DISK TYPE:** NOS Tidal Bench Mark

**LOCATION:** N 249,573.874, E 1,405,180.137 (NAD 83)

**SETTING CLASSIFICATION:** Near the West Jetty of Shinnecock near the remains of the US Coast Guard Tower.

**ENCH MARK STAMPING:** FLETCH 5 (1994)

**ELEVATION:** +13.69 FT NGVD

**AGENCY/DISK TYPE:** US Army Corps of Engineers Disk

**LOCATION:** N 223,423.153, E 1,333,979.329 (NAD 83)

**DESCRIPTION:** To reach the station from intersection of Jessup Lane with Dune Road in Westhampton Beach, travel west on Dune Road approximately 5.1 miles to the station on the right about 20 feet north of the centerline of road.

NOTE: The plane of mean lower low water (MLLW) found on the Borrow Area Drawing in the Plans (Sheet 7) is 1.66 below mean sea level (NGVD 1929).

## 11. ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from within the specified limits to complete the work described in this specification, as computed from the information shown on the contract drawings, are as follows:

SECTION		VOLUME
Section 1	Shinnecock Inlet Channel	400,000 CY
Section 2	Shinnecock Inlet Borrow Area	500,000 CY
Section 3	Moriches Inlet	280,000 CY

The total estimated quantity of material of 1,180,000 cubic yards is based on hydrographic surveys performed in May 2003 and beach surveys performed in March 2003.

**The Government will survey the various portions of the project prior to starting work.**

Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method as indicated in the Section 00800, paragraph entitled "Measurement and Payment."

## **12. VARIATION IN ESTIMATED QUANTITIES - DREDGING (JAN 1985)**

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be made upon the demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. An adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (EFARS 52.2/9110(1))

## **13. HEAD PROTECTION (HARD HATS)**

**THE ENTIRE WORK SITE UNDER THIS CONTRACT IS DESIGNATED AS A HARD HAT AREA.** The Contractor shall post the area in accordance with the requirements of paragraph 07.C.03, EM 325-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3 4 Nov. 77)

## **14. SIGNAL LIGHTS (FEB 1983)**

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the

Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no light signals can be displayed. Vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CAR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70)), as applicable. (DAEN-PRP Ind dtd. 12 Sep. 83)

## **15. REVERSE SIGNAL ALARM**

a. All construction equipment, except light service trucks, power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected panels, pickup trucks, station wagons, crawler-type cranes, or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.

b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. standard octave passband of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100db (decibels) at a horizontal distance of five feet from the alarm.

c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the

vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative or his representative.

d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

## **16. FLOATING PIPELINES**

Floating pipelines, used as accessways, shall be equipped with walkways and guardrails. In accordance with EM 385-1-1, the walkway shall be securely anchored to the pipeline and a guardrail equivalent in strength to a wood rail 2 in. x 4 in. shall be provided on at least one side of the walkway and shall be secured to uprights at intervals of not more than 8 feet and of not less than 36 inches, nor more than 42 inches in height above the walkway. Floating pipelines not equipped with walkways shall be barricaded to positively prevent personal access.

#### **17. MISPLACED MATERIAL (JAN 1965)**

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

#### **18. CONTINUITY OF WORK (APR 1965)**

No payment will be made for work done in any area designated by the Contracting Officer and/or his Representative until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock; nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer or Contracting Officer's Representative. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. (EFARS 52.2/9110(c))

The ocean borrow area shall be dredged in any manner that results in efficient hydraulic placement of the required amount of materials within the beach fill section. Hydraulic place of



the beach fill to the required section shall proceed in an orderly manner, and in accordance with the plans and specs. No payment will be made for work done in any acceptance section until the entire acceptance section is brought to the shape and grade shown on the contract drawings, nor will any payment be made for work in any acceptance section not adjacent to and in prolongation of completed acceptance sections. Should any nonadjacent section be constructed during the operations carried on during the contract, payment for all work therein may be deferred until construction has been completed in the acceptance sections intervening.

#### **19. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)**

a. Channels: As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer and/or his Representative will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be

\$1,850 except on Saturday, Sunday and Holidays when the rate shall be \$2,125.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

c. The entire area within the contract limits will be surveyed for final examination and acceptance.

d. Beach Nourishment (Option 1 of Schedule A or Schedule B

only) : As soon as practicable but not more than 7 days after receipt of written notification from the Contractor certifying that the work is complete, and as in the opinion of the Contracting Officer and/or his Representative the completed beach fill will not be subject to damage by further operations, the Government will take surveys and soundings on 500-foot sections of completed work or "Acceptance Sections," as provided for elsewhere herein. Limits of acceptance sections shall be determined by the Contracting Officer or his representative. Acceptance sections shall not be less than 500 feet in length unless the contracting officer determines that a shorter section is necessary. Should this examination disclose deficiencies of material in the hydraulic fill section above mean high water the contractor shall be required to place additional material until the fill requirements are met, or if examination shows material has been deposited elsewhere than in places designated or approved by the Contracting Officer, the Contractor may be required to remove such misplaced material and deposit it elsewhere at his expense. The Government will notify the Contractor at least three (3) days in advance of making soundings and surveys so that a contractor's representative can accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally.

## **20. SHOALING (APR 1965)**

If, before the contract is completed, shoaling at the inlets occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at the contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer and/or his Representative.

## **21. INSPECTION (APR 1965)**

The inspectors will assess whether the gauges, ranges, location marks and limit marks are maintained in proper order; but the presence of the inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause Paragraph 18, entitled: "Final Examination and Acceptance."

b. furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

## **22. FIELD OFFICE**

- a. The Contractor shall provide at the site, a separate 40 foot by 12 foot field office for the exclusive use by the Government representatives for the duration of the contract. Field office and contents remain the property of the contractor. The desired location will be designated by the Contracting Officer or his representative. The trailer shall be moved to Moriches Inlet after completion of all work at Shinnecock Inlet. The trailer shall be well constructed and properly ventilated and shall contain a closet and door, windows which shall be capable of being locked, four (4) chairs, one (1) plan rack and drawing board, two (2) desks, and one (1) two-drawer filing cabinet. The Contractor shall also provide adequate electric lighting, minimum 6 duplex electrical receptacles, drinking water, heat, plumbed toilet facilities, air conditioning, janitorial services and maintenance services. In addition the contractor shall make arrangements and pay connection fees and monthly usage for electrical and 3-line telephone service (fax, modem and voice). The field office shall be removed from the project site when and as directed by the Contracting Officer. In addition to the above, the Contractor shall provide the following computer and office equipment, and other items for use by the Government during the contract:

Hardware:

Personal Computer:

- Pentium IV processor running at 3,000 MHz or better
- High speed cache memory controller with at least 512 KB L2 PIPELINE BURST CACHE
- 100MHz SYSTEM BUS
- At least 256MBRAM
- (1) 3.5" 1.44 MB diskette drives with hard drive controller
- 10 GB hard drive with access time of 9 ms
- Sound Card w/1 SPEAKERS
- Enhanced 101 Keyboard
- MS Windows 2000
- 6 outlet surge protector
- 17" SVGA high resolution COLOR monitor or better

- 32 Mb SVGA color graphics card minimum 100MHz
- Hewlett-Packard Desk Jet 1600C Color Printer or equivalent printer
- Mouse and mouse pad
- Modem V.90 56KB Baud
- Internal CD ROM (40x/Speed or better) [Option: DVD ROM OR CD-RW (Read/Write) Drive]
- Microsoft Office Suite Professional VERSION 98 or latest version
- Antivirus software and periodic updates

Copier: plain-paper, desktop, auto feed, monochrome, minimum 10 per minute.

Fax Machine: Monochrome minimum feed (3) - 8-1/2x11 inch pages per minute, capable of receiving on plain white bound paper.

Telephone: 2-Line phone compatible with phone service.

Four Wheel Drive Vehicle: A 4-door 4-wheel drive vehicle, including insurance, registration, fuel and maintenance for the duration of the contract.

First Aid Kit: As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and cold pack.

Fire Extinguisher: Type as required for a trailer the same size as office.

b. No separate payment will be made for providing the above items and all costs in connection therewith will be considered the obligation of the Contractor.

## **23. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS**

The Contractor shall furnish regularly to Government inspectors onboard the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; it shall be properly heated,

ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer and/or his Representative, and the cost thereof will be deducted from payments to the Contractor.

#### **24. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)**

a. Allowable costs for construction of marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provision of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I.

Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 52.2/9108(f))

## **25. FUEL USAGE**

The Contractor shall furnish the Contracting Officer and/or his Representative a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant and supporting vessels. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

## **26. OIL TRANSFER OPERATIONS**

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See attachment I of Section 00900 for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 00800 S-3), submitted in compliance with Section 00700, contract clause "ACCIDENT

PREVENTION," sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

## **27. WAGE RATES**

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00900, Attachment B). **This project is classified as both Heavy Construction and Dredging. Wage Determination NY030001 shall apply to dredging work, Wage Determination NY030013 shall apply to shore work. If a hopper dredge is used, Wage Determination NY030030 shall apply to the dredging.**

## **28. LABOR-ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

## **29. NOTICE TO MARINERS**

The Contractor shall, prior to commencement of work, notify the 3rd Coast Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in the "Notice to Mariners." This notification must be in sufficient time so that it appears in the Notice at least **15 days** prior to the commencement of the dredging operation.



### **30. ENVIRONMENTAL LITIGATION (1974 NOV OCE)**

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer and/or his Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer and/or his Representative in the administration of this contract under the terms of Section I, contract clause entitled "SUSPENSION OF WORK." The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (EFARS 52.2/9109 (j))

### **31. NOISE LEVEL CRITERIA**

Maximum sound pressure levels measured at the booster pumps, engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. The foregoing applies with the pumps under normal operating conditions at not less than 50% full rated load. Test will be performed at no additional cost to the Government by the Contractor, or the pump engine and generator manufacturer or by an approved testing agency having proven capability in noise measurements and using approved measurement equipment and acceptable measurement procedures. Test data will be submitted to the Contracting

Officer for approval 15 days after the commencement of dredging operations. Should the sound pressure (noise) level test data indicate a need for sound reduction, the Contractor will provide necessary enclosures, baffles or any other appropriate means around booster pumps and engine generators including muffler and exhaust components, so as to attain noise levels which do not exceed those prescribed by aforementioned regulations. Details of the proposed enclosure or baffling arrangement shall be submitted to the Contracting Officer for approval. Such details will be accomplished by calculations which indicate anticipated compliance of sound pressure (noise) levels with codes and regulations noted herein before. All this is especially enforceable where these booster and engine generators locations are in bathing areas.

### **32. CERF IMPLEMENTATION (83 JUN 1 OCE)**

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps of Engineers. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer and/or his Representative is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification

plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).

e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (EFARS 52.2/9112)

### **33. THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)**

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer and/or his Representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

### **34. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)**

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control,

Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be maintained as part of the official record. Performance Evaluation Reports will be available to all DOD contracting offices for their future use in determining Contractor responsibility, in compliance with FAR 36.201 (c). (DEAN-PRP Ltr dtd 30 Apr 84)

### **35. PRICING OF ADJUSTMENTS (APR 1984)**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DOD FAR Supplement in effect on the date of this contract. (DOD FAR SUPP 52.243.7001) costs shall be in accordance with Part 31 of the Federal Acquisition Regulation.

### **36. PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be arranged by the Contracting Officer and/or his Representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed (see Section 00900, Attachment G).

The contractor shall bring to this conference the following items in either completed or draft form:

The Contractor's order of work for dredging and performing other work, including disposal area plan.

**Accident Prevention Plan** (*advance copies required*, see Section 01351 including the Hazard Analysis as per section 00900 Attachment H.

Quality Control Plan (see Section 01451).

Letter appointing Superintendent.

List of subcontractors

### **37. BID GUARANTEE**

a. The offeror (bidder) shall furnish a separate bid bond, or United States bonds, Treasury notes or other public debt obligation of the United States, in the proper amount, by the time set for opening of bids. Failure to do so may be cause for rejection of the bid. The Contracting Officer and/or his Representative will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

a. If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer and/or his Representative may terminate the contract for default.

c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of Standard Form 1442 for acceptance of its bid and (2) give bond within 5 days after receipt of the forms by the bidder.

d. In the event the contract is terminated for default, the that bidder is liable for any cost of acquiring the work exceeds the amount of its bid. The bid bond, or bonds or notes of the United States, is available to offset the difference.

### **38. QUANTITY SURVEYS**

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16)

d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):

1. The Government will perform quantity surveys by using qualified in-house crews, if available.
2. The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.
3. The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determines that such surveys are adequate and reasonable for payment purposes.

If it is determined by the Contracting Officer that it is impractical for Government personnel to perform the original and final surveys and the Government wishes the Contractor's surveys to be used, the following will be required from the Contractor:

- a. Acceptance of all monumentation and transponder locations.
- b. Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.
- c. Corps of Engineers observation of raw data collection.
- d. Submittal of both unedited as well as edited versions of survey maps.
- e. Subsequent acceptance of edited survey map after determination by Corps survey personnel that editing was conducted in accordance with U.S. Army Corps of Engineers specifications and guidelines. (FAR 52.236-16 - ALTERNATE I, APR 1984)
- e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. **Failure to be present during the survey data collection disqualifies the Contractor from any such related claims.**

### **39. SAFETY SIGN**

The Contractor shall construct a safety sign at a location directed by the Contracting Officer and/or his Representative. The sign shall be 6 feet by 4 feet and shall conform to the requirements as specified in Section 00900, Attachment G, Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) to be used on the sign will be Government furnished. **The Contractor will be given this logo at the time of the preconstruction conference.**

The decal shall receive a thin coat of clear spar varnish after application. The sign shall be erected as soon as possible and within 5 calendar days after the date of the receipt of the Notice to Proceed. The data required by the sign shall be

corrected daily. No separate payment will be made for erecting and maintaining the safety sign and all costs in connection therewith will be considered the obligation of the contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

#### **40. PROJECT SIGN**

The Contractor shall furnish and erect a project sign at a location directed by the Contracting Officer or Contracting Officer's Representative. The project sign shall conform with all requirements as specified in Section 00900, Attachment G, Project Identification and Safety Signs. The Corps of Engineers' castle logo and other logos (8.5" x 11") to be used on the sign will be Government furnished. **The Contractor will be given these logos at the time of the preconstruction conference.**

The sign must include the following other logos, if applicable:

- a) the logo of the New York State Department of Environmental Conservation, and/or
- b) the logo of the U.S. Coast Guard.

The decal(s) shall receive a thin coat of clear spar varnish after application. The Contractor shall maintain the sign in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the project sign, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

#### **41. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS**

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer and/or his Representative a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

#### **42. SCHEDULING AND DETERMINATION OF PROGRESS**



In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature of operation (Eng. Form 2454 or an acceptable equivalent -e.g., computer-generated from a commercially-available project management software package). The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of the receipt of the Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised.

When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer and/or his Representative. The terms of Section 00700, Contract Clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not

incorporated into the construction, pursuant to Section 00700, Contract Clause entitled: "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

When the contractor submits his progress schedule, he will include in the submission a progress curve reflecting the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis. The progress curve will be furnished at the same time the progress schedule is submitted for approval and updated monthly by the Contractor.

#### **43. SPECIAL PROHIBITION ON EMPLOYMENT**

a. Definitions: "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense.

"Convictions of fraud or any other felony," as used in this clause, means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

b. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly

employing a person under a prohibition or allowing such person to serve on their board of directors.

4. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.

5. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.

6. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

#### **44. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses entitled: "Superintendence by the Contractor."

1. If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall

be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

2. If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

#### **45. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only

after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in paragraph "c". For purposes of payment a "proper invoice" is defined as the following:

1. An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
2. A properly completed ENG Form 93 and 93a (where required).
3. All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) All required prime and subcontractor payrolls have been submitted.

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(Name)

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(Title)

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(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition to the designated Project Engineer, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount

of work performed and or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and ENG Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause entitled: "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, "a proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance with the following time frames:

1. Progress Payments. From the date a "Proper invoice" is received, in accordance with subparagraphs "b" and "d" of this clause, the Government will issue a check within 14 calendar days.

2. Reduction in Retaining Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

3. Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract

requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

#### **46. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 12078-0090:

- a. Claims referencing or mentioning the Contract Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

#### **47. SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES.**

When it is necessary to transport or operate machinery or equipment under or adjacent to overhead power lines, the requirements of paragraph 11.E - OPERATING ADJACENT TO OVERHEAD LINES, in the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

#### **48. CRANE AND DRAGLINE SAFETY REQUIREMENTS**

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, all cranes used in performing



the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All crane operators must meet the EM 385-1-1 qualification requirements.

#### **49. OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS (SAFETY AND HEALTH REQUIREMENT, EM385-1-1, SECTION 16.C)**

All floating cranes and floating derricks may be only operated by qualified operators. Operators shall be designated as qualified by a source which qualifies crane and derrick operators (e.g. an independent testing and qualifying company, a union, a governmental agency, a qualified consultant (can be an in-house resource)). Qualification shall be written (or oral) and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification of crane and derrick operators shall be provided to the Contracting Officer's representative prior to the start of work.

#### **50. ACCIDENT PREVENTION PLAN**

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual". Guidelines for preparation of the accident prevention plan are located in Section J, Attachment K.

#### **51. ALTERATIONS IN CONTRACT (APR 1984)**

Portions of the contract are altered as follows:

- a. Add the following sentence to paragraph "a" of Section 00700, Contract Clause: Insurance - Work on a Government Installation: "Insurance coverage shall be as

specified in 28.307 of the Federal Acquisition Regulation".

b. The following clause is incorporated as part of the contract: "By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible to be debarred in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

## **52. CONTINUING CONTRACTS (ALTERNATE) (1995 MAR) (EFARS)**

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$10,000 has been reserved for this contract and is available for payment to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds from the nonfederal project sponsor will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under terms of this contract except as specifically provided in paragraphs (e) and (h) below.

c. The Government may at any time reserve additional funds for payments under the contract if there are available funds for such a purpose. The Contracting Officer will promptly notify the Contractor of any change order to the contract.

d. If earnings will be such that funds reserved for the Contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 days or more than 60 days prior to the estimated date of exhaustion.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient available funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed for the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 83 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

f. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

g. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds of the reasonable anticipation of exhaustion of funds.

h. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having terminated. Such a termination shall be considered a termination for the convenience of the Government.

i. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due to the Contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

j. The term "Reservation" means monies that have been set

aside and made available for payments under this contract.

**53. SCOPE OF WORK FOR ENDANGERED SPECIES OBSERVERS, APPLICABLE TO ALL DREDGING EQUIPMENT AND ALL YEAR ROUND DURING TRAVELING BETWEEN THE DREDGING SITE AND THE DREDGED MATERIAL PLACEMENT SITE, AND TO HOPPER DREDGE AT THE DREDGING SITE FROM THE PERIOD BETWEEN 15 JUNE TO 15 NOVEMBER.**

1.0 PURPOSE. This Scope of Work (SOW) outlines the Contractor's requirements for conducting sea turtle and whale monitoring on board the contractor's hopper dredge. The Contractor will supply endangered species observers to be placed aboard the dredging vessel to monitor for the presence of sea turtles and record the observation of whales. Endangered species observers must be certified in writing as acceptable by the National Marine Fisheries Service (NMFS) for observing and handling endangered sea turtles. The data collected during this project will be used, along with additional data, to prepare a biological assessment on endangered species occurring within the New York District (District). The intent of the following requirements is to monitor the effect of hopper dredging on sea turtles within waters of the New York District.

2.0 DETAILED REQUIREMENTS. The Contractor shall complete the following:

2.0.1 Site Description/Background: Endangered species observers will report to the Contracting Officer (actual date will depend on the contract arrangements between the District and the Contractor). Approximately 1,180,000 CY of sand will be dredged from the Shinnecock and Moriches Inlet channels and Shinnecock Inlet Borrow Area and placed along the shoreline west of the inlets.

2.0.2 Endangered Species Protection. The Contractor shall provide education material to all dredge personnel on sea turtles and whales, and instruct the dredge operator in the proper procedures used for documenting any whale sightings. Said material will be provided by endangered species observers. The dredge operator and endangered species observers are responsible for recording the presence of any whales within or around the entire project site. The Contractor shall advise all dredge personnel that there are civil and criminal penalties for harming, harassing or killing sea turtles and whales that are protected under the Endangered Species Act.

2.0.3 Accommodations For Endangered Species Observers. The Contractor shall provide the following to endangered species observers:

A. Separate and private sleeping quarters, bathroom and shower facility for exclusive use of endangered species observers.

B. Accommodations and meals which are equal to that which the dredge officers received.

C. Transportation to and from the dredge vessel and the mainland.

2.0.4 Provisions of Endangered Species Observers Monitoring.

A. The Contractor will provide endangered species observers onboard the dredge vessel to provide observation coverage approximately fifty (50) percent of the total dredging time from 15 June to 15 November of the calendar year.

B. Endangered species observers will check for the presence of sea turtles and fragments of sea turtles entrained with the dredge materials brought on board the dredge or seen in the vicinity of the dredging vessel.

C. Inspect baskets or screens to ensure that they are functional and meet specifications as described in section 2.0.7 below.

D. The Contractor will provide additional manpower resources from the dredge crew to assist endangered species observers. Endangered species observers and the District biologist will determine if assistance is needed. Additional manpower may be needed for, but is not limited to, the following:

i. Cleaning, fixing, deploying and emptying specimen collection equipment.

ii. Installing and maintaining sufficient lighting.

#### 2.0.5 Detail Criteria For Endangered Species Observers.

Endangered species observers shall:

A. Initiate endangered species monitoring at 00:01 A.M. on 15 June of each calendar year.

B. Conduct subsequent monitoring so that the total aggregate time onboard the dredge equals fifty(50) percent of the total time of the dredging operation.

C. Provide inspection coverage on a rotating, six (6) hours on and six (6) hours off basis.

D. Rotate six (6) hour monitoring periods from week to week.

E. Fill out a Turtle Observation Reporting Log Sheet for each load (see attachments).

F. Fill out an Incidental Report of Sea Turtle Mortality Sheet (see attachments), and follow procedures in section 2.0.6 below, if a sea turtle has been taken.

G. Observe for the presence of whales during each six (6) hour monitoring period, and fill out a Daily Whale Reporting Log (see attachments).

H. Assemble a detailed season summary report.

2.0.6 Disposition of Turtle Parts. Should an incidental take of a sea turtle occur, endangered species observers shall:

A. Fill out a Turtle Observation Reporting Log Sheet and an Incidental Report of Sea Turtle Mortality Log Sheet (see attachments).

B. Photograph, using color film, sea turtles and their parts.

C. Place in plastic bags, dead sea turtles and their parts, label to note location, time and date taken, and store in a freezer, which will be supplied by the Contractor.

D. Immediately contact the District biologist at (212)264-4663.

E. Examine any live sea turtle for injury and release, if not seriously injured. If an injury is such that it would prohibit release, endangered species observers will contact the District biologist 212-264-4663.

2.0.7 Hopper Dredge Modifications. The Contractor shall:

A. Install baskets or screens over the hopper inflow and overflow, and any opening(s) that is/are present along the inflow pipe infrastructure to ensure one hundred (100) percent screening of dredge material. Baskets or screens or inflow openings shall have openings that do not exceed four (4) inches by four (4) inches. The design and method of fabrication will depend on the construction of the dredge being used and shall be subject to approval by the Contracting Officer, upon consultation with the District biologist. Baskets and/or screens shall remain in place during all dredging operations during monitoring weeks from 15 June to 15 November of the calendar year. Metal that is resistant to erosion from sandblasting will be used to fabricate baskets or screens.

B. Repair baskets or screens, if openings exceed four (4) inches by four (4) inches.

C. Install and maintain sufficient lighting to properly and safely examine collected specimens. Endangered species observers and the District biologist will determine the amount of light needed.

2.0.8 Special Dredge Operation Requirements: The Contractor shall:

A. Allocate sufficient time for endangered species observers to examine dredged material that was collected and document findings before initiating pump-out of dredge material. Endangered species observers and the District biologist will determine the amount of light needed.

B. Undertake evasive maneuvers to avoid collision with sea turtles and whales.

C. Repair baskets or screens before the next dredge cycle begins. Endangered species observers and the District biologist will determine if repairs meet specifications as defined in section 2.0.7 above. Endangered species observers shall notify the Contracting Officer's representative and the District biologist as soon as possible, if dredging proceeds before repairs are made.

D. Keep adequate supply of repair material for baskets or screens in stock on the vessel.

2.0.9 General Hopper Dredge Requirements. The Contractor is responsible for the following:

A. Providing endangered species observers with a statement of dangers associated with work on board the dredge vessel.

B. Ensuring that endangered species observers follow safety requirements and recommendations while onboard the dredge vessel and while in transit between the dredge and the mainland.

C. Obtaining a copy of the Corps of Engineers Manual, EM 385-1-1, dated September 96, entitled "Safety and Health Requirements Manual."

2.0.10 Reporting. The Contractor shall follow the reporting procedures listed below:



A. A sample Turtle Observation Reporting Log Sheet is provided (see attachment) and shall be completed for every cycle (load), whether sea turtles are present or not.

B. All data in the original form shall be submitted directly to Mr. Mark H. Burlas, U.S. Army Corps of Engineers, CENAN-PL-EA, 26 Federal Plaza, New York, New York 10278-0090, at the end of each monitoring week. Weekly summaries will be faxed to Mr. Burlas at (212)264-5472 as soon as they become available. Copies of the data will be supplied to the District Contracting Officer. Following completion of the project, a copy of the Contractor's log regarding sea turtles and whales shall be forwarded to the District biologist.

C. Continuous liaison with the District biologist shall be maintained to avoid problems with execution of this endangered species observation program, and to ensure compliance with prescribed Corps of Engineers policies and procedures. It will be the responsibility of the Contractor to report significant developments.

D. The detailed season summary report shall be submitted to the District biologist by 01 December of each calendar year.

E. Any sighting of an injured or incapacitated sea turtle or whale will be reported immediately to the District biologist.

2.0.11 Inspections by the Project Biologist. On 15 June of each calendar year the District biologist will inspect the dredge vessel to ensure that all criteria and modifications have been met. At the District biologist's discretion, he/she may make inspections to ensure that the endangered species observation program is being properly executed. The Contractor will provide the District biologist with accommodations as defined in Section 2.0.3 above.

3.0 PAYMENT. No separate payment or direct payment will be made for the cost of work covered under this section, and such work be considered as a subsidiary obligation of the Contractor.

#### 54. RECORD DRAWINGS (R.6-01)

a. **General:** The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project.

The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

Note: If this project is a design-build construction type, where the Contractor accomplishes the design, the drawings will be developed by the Contractor in the appropriate CAD file format (or reproducible drawings) as prescribed by the contract, instead of the Government providing them to the Contractor. All other requirements indicated herein will apply.

b. **Progress As-built Prints:** During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

**c. Hand Drafting:** If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

**d. Protection of Records:** The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

**e. 50% As-Built Update:** At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.

**f. Preliminary Record Drawing Submittal:** At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

**g. Record Drawing Submission:** In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as

indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

**Three (3) CD's (ROM) of CAD files of Record Drawings.**  
**One (1) set of Mylar Record Drawings**  
**One (1) copy of prints of Record Drawings.**

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

**h. Property:** All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

**i. Payment:** No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.